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14 UNITED STATES DISTRICT COURT  
15 NORTHERN DISTRICT OF CALIFORNIA  
16 SAN FRANCISCO DIVISION

17 UNITED STATES OF AMERICA, ) No. C 07-06353 BZ

18 Plaintiff, )

19 v. )

SETTLEMENT AGREEMENT

20 \$75,511 IN UNITED STATES  
21 CURRENCY,

22 Defendant. )

23 The parties stipulate and agree as follows:

24 1. Plaintiff is the United States of America ("United States"). Defendant is approximately  
25 \$75,511 in United States Currency ("defendant currency"). The United States filed a complaint  
26 on December 14, 2007. After proper notification and publication was given, the only person who  
27 filed an answer in this action is claimant Manuel Cabrera. As a result, only claimant Cabrera has  
28 a right to defend defendant property. The United States and claimant Cabrera are hereafter  
referred to as the "parties" in this document which is hereinafter referred to as the "Settlement  
Agreement" or "Agreement."

1       2. The parties agree that the resolution of the lawsuit is based solely on the terms stated in  
 2 this Settlement Agreement. It is expressly understood that this Agreement has been freely and  
 3 voluntarily entered into by the parties. The parties further agree that there are no express or  
 4 implied terms or conditions of settlement, whether oral or written, other than those set forth in  
 5 this Agreement. This Agreement shall not be modified or supplemented except in writing signed  
 6 by the parties. The parties have entered into this Agreement in lieu of continued protracted  
 7 litigation and District Court adjudication.

8       3. The parties further agree that this Settlement Agreement does not constitute precedent on  
 9 any legal issue for any purpose whatsoever, including all administrative proceedings and any  
 10 lawsuits.

11       4. This settlement is a compromise over disputed issues and does not constitute any  
 12 admission of wrongdoing or liability by any party.

13       5. The parties have agreed that the United States will return \$ 15,000 (plus all  
 14 interest accrued on that amount) of the defendant currency to Cabrera. The return of  
 15 \$ 15,000 shall be in full settlement and satisfaction of any and all claims by Cabrera,  
 16 his heirs, representatives and assignees to the defendant currency. Cabrera, his heirs,  
 17 representatives and assignees, shall hold harmless the United States, any and all agents, officers,  
 18 representatives and employees of same, including all federal, state and local enforcement  
 19 officers, for any and all acts directly or indirectly related to the seizure of defendant currency and  
 20 the facts alleged in the Complaint for Forfeiture filed on or about December 14, 2007.

21       6. Cabrera agrees that sufficient evidence exists to establish forfeiture of the remainder  
 22 of the defendant currency (\$ 60,511 plus all interest accrued on that amount),  
 23 pursuant to Title 21, United States Code, Section 881(a)(6), and consents to the forfeiture of the  
 24 remainder of the defendant currency to the United States without further notice to him. Cabrera  
 25 further relinquishes all right, title and interest in the remainder of the defendant currency, and  
 26 agrees that said property shall be forfeited to the United States and disposed of according to law  
 27 by the United States.

28       7. The United States and Claimant agree that each party shall pay its own attorneys'

1 fees and costs.

2 8. Based on the foregoing Settlement Agreement between the United States,  
3 claimant Cabrera, the Parties agree that, subject to the Court's approval, this action be and hereby  
4 is DISMISSED and that the proposed JUDGMENT OF FORFEITURE which is submitted with  
5 this Settlement Agreement be entered.

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7 IT IS SO STIPULATED: JOSEPH P. RUSSONIELLO  
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10 Dated: February 24, 2009   
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13 Dated: February 24, 2009   
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16 Dated: February 24, 2009   
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20 BASED ON THE FOREGOING STIPULATION, IT IS SO ORDERED ON THIS 24th  
21 DAY OF February 24, 2009.

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25 HONORABLE BERNARD ZIMMERMAN  
26 United States District Judge  
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